

LOCHNER LAW FIRM, P.C.

91 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TODD D. LOCHNER
GREGORY R. SINGER
EUGENE E. SAMARIN
MELAINA D. HAISFIELD (OF COUNSEL)*

PHONE (443) 716-4400 | FACSIMILE (443) 716-4405
WWW.BOATINGLAW.COM

TLOCHNER@BOATINGLAW.COM
GSINGER@BOATINGLAW.COM
ESAMARIN@BOATINGLAW.COM
MHAISFIELD@BOATINGLAW.COM

January 8, 2019

VIA US MAIL and E-Mail

G-Force Sportfishing, Inc.
C/O Kurtzman Steady, LLC
38 N. Haddon Ave.
Haddonfield, NJ 08033

Mr. Seth Obetz
Mrs. Melisa Obetz
C/O Kurtzman Steady, LLC
38 N. Haddon Ave.
Haddonfield, NJ 08033

Our File: BnP Ventures: W&O Bankruptcy
Our File No: 18-316-04
Bank. Case No.: 18-13774-REF & 18-235-REF

Dear Mr. Kurtzman,

As you are aware, this office represents BnP Ventures, LLC and the Vessel formerly known as G-Force. Please forward all future communications to our office for this matter.

On June 6, 2018, an entity owned by Seth and Melissa Obetz, Wortley and Obetz, Inc. filed a Chapter 7 case captioned *In re Worley & Obetz, Inc.*, Case No. 18-13774-REF, in the United States Bankruptcy Court for the Eastern District of Pennsylvania, hereinafter the “Bankruptcy Court”. On or about October 15, 2018, Christine Shubert, who was appointed Chapter 7 Trustee for Debtors’ estates, hereinafter the “Trustee”, filed an adversary proceeding captioned *Shubert v. Obetz, et. al.*, Adv. No. 18-235-REF, hereinafter the “Adversary Proceeding”, in which G-Force Sportfishing, Inc., Mrs. Obetz and Mr. Obetz, were among the named defendants.

In the complaint commencing the Adversary Proceeding, hereinafter the “Complaint”, the Trustee alleges that G-Force Sportfishing, Inc., Mrs. Obetz and Mr. Obetz used funds advanced by Worley & Obetz, Inc., hereinafter “W&O”, to make improvements to the Vessel and then improperly retained the proceeds of the Vessel’s sale to BnP Ventures, LLC without repaying the funds advanced by W&O. The Complaint seeks the repayment of the funds from G-Force Sportfishing, Inc., Mrs. Obetz and Mr. Obetz and potentially raises issues with ownership of the Vessel insofar as it alleges that W&O funds were improperly used to improve the Vessel and seeks to avoid the transfer of such as a preferential and/or fraudulent transfers under Pennsylvania law and 11 U.S.C. §§ 547 and 548.

On July 6, 2018, G-Force Sportfishing, Inc., Mrs. Obetz and Mr. Obetz executed a Warranty of Title and Indemnification Agreement, pursuant to which they represented and warranted under penalty of perjury that, among other things:

5. No individual or entity is owed for any outstanding services, dockage, supplies, labors, repairs or materials rendered to, or for the benefit

* Barred in Florida, Texas and District of Columbia

Exhibit K

of, the Vessel, during the ownership of Seller, unless ordered by Buyer.

...

7. Seller is in sole possession of the Vessel and there are no other parties with a claim of possession to the Vessel or the aforesaid personal property, including claims for future use or charter of the Vessel.

Warranty of Title and Indemnification Agreement, ¶¶ 5 and 7.

Clearly the allegations and demands from the Trustee places G-Force Sportfishing, Inc., Mrs. Obetz and Mr. Obetz, jointly and severally, in breach of this warranty. Should the Trustee prevail, and upon the review of the allegations and exhibits, she has a very strong case with respect to the mishandling of funds by Mr. and Mrs. Obetz in regard to G-Force Sportfishing, Inc. and the payments made with respect to the Vessel's refurbishment, then the ownership of the Vessel may become in jeopardy. Further, upon information and belief, you were aware of these facts when you executed the Warranty of Title and ordered that your attorneys issue a fraudulent due diligence letter. Thus, in addition to reimbursing my client for any damages incurred under the warranty, you could potentially be liable for several million dollars of punitive damages (approximately \$5.1 Million Dollars).

With that said, based upon the facts of the sale, BnP Ventures, LLC, was a *bona fide purchaser* under Maryland law. Our office, in addition to local counsel, are in negotiations with the Trustee on this issue. Further, in order to protect the title to the Vessel, we will be filing a Declaratory Judgment Action, hereinafter "Dec Action", in the United States District Court for the District of Maryland, where you will be named as Defendants. A courtesy copy is attached for your review.

Finally, in the Warranty of Title and Indemnification Agreement, you agreed "to indemnify and hold harmless Buyer [BnP Ventures, LLC] from any and all liability and attorneys' fees and costs resulting from a breach of the representations, warranties, and statements made in this Warranty of Title and Indemnification Agreement and from any and all claims of whatsoever nature asserted against the Buyer arising by reason of any actions or omissions of Seller occurring during Seller's ownership of the Vessel and any and all attorneys' fees and costs related thereto." ¶ 13. As of the date of this letter, BnP Ventures, LLC has incurred \$14,000.00 USD and will incur additional fees for filling the Dec Action.

Under the terms of the Warranty, BnP Ventures, LLC demands the following from G-Force Sportfishing, Inc, Mrs. Obetz and Mr. Obetz, jointly and severally:

1. Reimbursement of all attorneys' fees incurred to date; and
2. Assistance in clearing the title to the vessel, including all necessary actions required in the Dec Action matter to expedite that proceeding, and
3. Deposit into an Escrow Account the following sums:
 - a. \$100,000.00 USD to cover BnP Ventures, LLC future legal expenses incurred in connection with this litigation, and
 - b. \$1,850,000.00 USD for the fair market value of the Vessel, in the event that BnP Ventures, LLC is not declared a *bona fide purchaser*.

We will be filling the Dec Action on January 16, 2019.

If you have any questions, please contact my office at (443) 716-4400.

Truly Yours,

/S

Todd D. Lochner

TDL/es

cc: BnP Ventures, LLC (email only)
White and Williams, LLP (email only)